August 5, 2020

BY FIRST CLASS & CERTIFIED RETURN RECEIPT U.S. MAIL TO:

DK Properties, LLP, Borrower c/o Thomas H. Rogers, Jr. Blasingame, Burch, Garrand & Ashley, PC P.O. Box 832 Athens, GA 30603 Kenneth D. Lumpkin, Guarantor c/o Thomas H. Rogers, Jr. Blasingame, Burch, Garrand & Ashley, PC P.O. Box 832 Athens, GA 30603 Harold D Smith, Guarantor c/o Thomas H. Rogers, Jr. Blasingame, Burch, Garrand & Ashley, PC P.O. Box 832 Athens, GA 30603

RE: Promissory Note ("Note") by DK Properties, LLP ("Borrower") to

Verity Bank ("Original Lender")

Deed to Secure Debt with Power of Sale granted by DK Properties, LLP, to First Citizens Bank, Dated June 9, 2008 ("Security Deed")

American First Federal, Inc. ("Noteholder" or "Creditor")

Loan No. 1600-00100

Collateral: 138 Park Ave Winder, GA 30680 a/k/a 22 E. Stephens Street Winder, GA 30680 ("Property")

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

To: DK Properties, LLP:

Creditor is the successor in interest to the Original Lender on the above-referenced Note and Security Deed. The Note, Security Deed, and all other loan documents associated with the Note, hereinafter referred to as the "Loan" and/or "Loan Documents".

This letter is to advise you that the Note has matured, remains unpaid, and is in default. This default may result in commencement of foreclosure proceedings against the Property if action is not taken to cure this default. As a result of this breach of the terms of the above referenced Loan Documents, please be advised of the following:

- 1. The default is the result of the failure to pay all amount due under the terms of the Note upon maturity.
- 2. To cure the default and avoid foreclosure, you must pay the past due installments, late charges, the balloon payment due at maturity, and all other authorized expenses, including attorneys' fees and costs as provided for under the terms of the Loan Documents. The current amount due as of July 30, 2020, is \$1,962,109.48. Additional amounts may continue to accrue, such as interest and authorized charges as they become due, including attorneys' fees and costs (as detailed in the Loan Documents and Paragraph 3 hereof). Therefore, you must contact this office to obtain or verify the current amount due before forwarding payment. These funds must be in the form of certified funds or by wire transmission and be in our office

on or before **ten** (10) days from the date you receive this letter which will be presumed to be no later than three (3) days from the date indicated above ("Due Date"). If such date falls on a Saturday, Sunday or legal holiday then the Due Date shall be the next business day. Any partial payment received by Creditor on the subject loan after the date of this letter may be applied to the reduction of the balances due under the loan, but acceptance of any partial payment shall not be deemed a cure of the defaults set forth in this letter, nor reinstatement of the loan, nor a waiver, election, or limitation of any of Creditor's rights under the Loan Documents as reserved herein. Any delay or forbearance by Creditor in the enforcement or pursuit of any of its rights and remedies under the Note and Security Deed, or applicable law shall not constitute a waiver thereof, nor shall it be a bar to the exercise of Creditor's rights or remedies at a later date.

- 3. Failure to cure this default in full, within **ten (10) days** from receipt of this Notice may result in Creditor seeking its reasonable attorneys' fees and costs as allowed under the Loan Documents and pursuant to O.C.G.A. § 13-1-11.
- 4. The failure on your part to cure this default on or before the Due Date may result in foreclosure and sale of the Property.
- 5. You have the right to pay off the Loan in full prior to the foreclosure sale of the Property.
- 6. Under Georgia law you have a right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.
- 7. Regardless of any departure from the terms of your loan that may have occurred prior to the date of this Notice, from this point forward strict compliance with the exact terms of the loan will be required pursuant to O.C.G.A. § 13-4-4.
- 8. Written requests should be addressed to:

American First Federal, Inc. Attn: Brent Johnson, Senior Loan Portfolio Manager P.O. Box 920 Lake Oswego, Oregon 97034,

Or you may reach Mr. Johnson by telephone at (503) 699-8800.

9. If you have received a discharge in a Bankruptcy proceeding, this letter is not intended to indicate that you are personally liable for this debt, or is otherwise an attempt to collect this debt against you personally, but merely to enforce this Creditor's rights with respect to its lien on the above-referenced Property.

Sincerely,

By:

Brent Johnson

Senior Loan Portfolio Manager First Commerce, LLC on behalf of American First Federal, Inc.



Case 21-20009-jrs Do	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
	 Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: DK Properties, LLC, Kenneth D. Lumpkin, Harold D. Smc/o Thomas H. Rogers. Jr. Blasingame, Burch, Garrand & Ashley, PC 	A. Signature X
	PO Box 832 Athens, GA 30603	V_{λ} .
	9590 9402 5721 9346 5611 99	3. Service Type □ Adult Signature □ Adult Signature Restricted Delivery □ Certified Mail Restricted Delivery □ Collect on Delivery □ Collect on Delivery
	2. Article Number (Transfer from service label) 7020 1290 0001 2989 251	☐ Collect on Delivery Restricted Delivery Gall Restricted Delivery Signature Confirmation Signature Confirmation Restricted Delivery Cover 9500)

PS Form 3811, July 2015 PSN 7530-02-000-9053

EXHIBIT 1

Domestic Return Receipt